



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

paign against plaintiff, who was candidate for re-election, instruction that plaintiff had burden of proving actual malice, unless jury believed that words imported moral turpitude, did not invade province of jury by assuming words to have been spoken.

[Ed. Note.—For other cases, see 9 Va.-W. Va. Enc. Dig. 296.]

Error to Circuit Court, Brunswick County.

Action by T. H. Meredith against W. R. Carpenter. Judgment for plaintiff, and defendant brings error. Affirmed.

B. A. Lewis and *E. R. Turnbull, Jr.*, both of Lawrenceville, for plaintiff in error.

Marvin Smithey, of Lawrenceville, and *S. V. Southall*, of Emporia, for defendant in error.

BOWLING *v.* COMMONWEALTH.

Sept. 19, 1918.

[96 S. E. 739.]

1. **Bail (§ 74 (1)*)—Exoneration.**—As a general rule, bail is exonerated from liability where performance of the conditions of the recognizance is rendered impossible by act of God, act of the law, or act of the obligee.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 219.]

2. **Criminal Law (§ 100 (3)*)—Jurisdiction—State and Federal Courts.**—Where state and United States courts both have jurisdiction of one accused of crime, the tribunal first taking jurisdiction retains it to the exclusion of the other, until its own jurisdiction is exhausted.

[Ed. Note.—For other cases, see 8 Va.-W. Va. Enc. Dig. 869.]

3. **Bail (§ 79 (1)*)—Forfeiture—Discretion of Court.**—Under Code 1904, § 4099, the court has discretionary power to remit the penalty of a recognizance in whole or in part, and to render such judgment as it deems reasonable.

[Ed. Note.—For other cases, see 8 Va.-W. Va. Enc. Dig. 869.]

4. **Bail (§ 79 (1)*)—Exoneration.**—Where accused gave recognizance with surety, and was thereafter arrested by the United States government for felony committed subsequent to date of recognizance, and in federal District Court sentenced to confinement for three years, all before date on which he was recognized to appear, the court should have exonerated surety from liability; the state's attorney having failed to take any steps to retain jurisdiction in state courts, and failure of accused to appear being therefore both by act of law and act of the obligee.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 219.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

Error to Circuit Court, Floyd County.

Posey Griffith, under indictment for felony, entered into recognizance with J. W. Bowling as surety. The recognizance was forfeited, scire facias issued against accused and Bowling, and judgment was rendered against Bowling for the amount of the bond, and he brings error. Reversed and rendered.

John P. Lee, for the plaintiff in error.

Attorney-General, Inc. R. Saunders and Assistant Attorney-General J. D. Hank, Jr., for the Commonwealth.

ADAMS *v.* HAZEN et al.

Sept. 19, 1918.

[96 S. E. 741.]

1. Specific Performance (§ 25*)—Requisites of Contract in General.—A contract in writing must contain all the essential elements of a valid executory contract, such as competent parties, a legal subject-matter, a valuable consideration, and mutual assent before equity will enforce specific performance.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 496, 499, 505, 524.]

2. Contracts (§ 32*)—Preliminary Contract.—If the parties are fully agreed, there is a binding contract, though a formal contract is to be prepared and signed; but if, after such agreement, the parties do not intend to be bound until a formal contract is prepared, there is no contract.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 330.]

3. Contracts (§ 28 (3)*)—Intent—Evidence.—The circumstance that the parties to a contract intend a formal contract to be drawn up is strong evidence to show that they did not intend the previous negotiations to amount to an agreement.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 325.]

4. Contracts (§ 15*)—Validity—Memorandum.—A writing in the form of a contract is not a contract, if it is a mere memorandum of incomplete negotiations, in which the minds of the parties never met, and from which either party may recede at will.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 334.]

5. Contracts (§ 32*)—Preliminary Contract—Formal Contract.—A proposal or agreement in writing, expressed to be subject to a subsequent formal contract, depends upon the preparation of the formal contract.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 330.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.